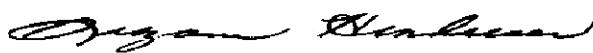


Electronically Recorded

Official Public Records

Tarrant County Texas

7/29/2010 1:35 PM

D210183527

PGS 4 \$28.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on **March 27th, 2008**, a No Surface Use Oil and Gas Lease was entered into by and between **James Brady Mckinney aka James B. McKinney and Mary Lynn McKinney aka Mary L. McKinney**, whose address is 1716 Dorchester Dr., Arlington, Texas 76014, herein called "Lessor," and **Paloma Barnett, LLC**, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Lessee; said Oil and Gas Lease is evidenced by a No Surface Use Oil and Gas Lease which is recorded in the Official Public Records of Tarrant County, Texas as **D208202723**; and,

WHEREAS, Paloma Barnett, L.L.C. assigned all of its right, title and interest in and to the lease to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below:

1) The Lease states that the Lessor(s) is as follows:

**James Brady Mckinney aka James B. McKinney and Mary Lynn McKinney
aka Mary L. McKinney**

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil and Gas Lease as follows:

The Lessor Identification within the said Oil and Gas Lease filed in the Official Public Records of Tarrant County, Texas as referenced above is deleted in its entirety and substituted with the following Lessor Identification:

**James Brady McKinney aka James B. McKinney and wife, Mary Lynn
McKinney aka Mary L. McKinney**

2) The Lease states that the land covered thereby (the "leased premises") is described as follows:

0.2039 acres of land, more or less, also being known as Blk 2, Lot 7, of Harvest Hills, Section Three, an addition to the City of Arlington, Tarrant County, Texas, out of the J. Coombs Survey, Abstract Number 316, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.;

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil and Gas Lease as follows:

The PROPERTY DESCRIPTION within the said Oil and Gas Lease filed in the Official Public Records of Tarrant County, Texas as referenced above is deleted in its entirety and substituted with the following Property Description:

0.2039 acres of land, more or less, situated in the John W. Gorbett Survey, A-607, and being Lot 7, Block 2, of Harvest Hills III Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the map or plat thereof recorded in Volume 388-124, Page 37, Plat Records, Tarrant County, Texas.

Lessor(s) further acknowledge the Oil and Gas Lease as being valid and subsisting and in full force and effect and all of the rights granted to Lessee under the Oil and Gas Lease shall continue in full force and effect as to the terms and provisions of the Oil and Gas Lease.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signatures below.

Lessor:

By: 
James Brady McKinney aka James B. McKinney

By: 
Mary Lynn McKinney aka Mary B. McKinney

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By: _____
Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin, Vice President
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 27th day of July 2010,
by James Brady McKinney aka James B. McKinney.



Brenda Hampton Higgins
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 27th day of July 2010,
by Mary Lynn McKinney aka Mary L. McKinney.



Brenda Hampton Higgins
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2010, by Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel, on behalf of CHESAPEAKE EXPLORATION, L.L.C.

Notary Public in and for The State of _____

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____